The Troxel Company *and* Furniture Workers Division, Local 282, International Union of Electronic, Electrical, Salaried, Machine & Furniture Workers, AFL–CIO. Case 26–CA–13886

October 31, 1991

DECISION AND ORDER

BY CHAIRMAN STEPHENS AND MEMBERS OVIATT AND RAUDABAUGH

On June 17, 1991, Administrative Law Judge Philip P. McLeod issued the attached decision. The Respondent filed exceptions and a supporting brief, and the General Counsel filed exceptions and a brief in opposition to the Respondent's exceptions.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the decision and the record in light of the exceptions and briefs and has decided to affirm the judge's rulings, findings,[1] and conclusions and to adopt the recommended Order.

In adopting the judge's finding that the Respondent violated Section 8(a)(3) by discharging employee Katie Linsey, we note, in addition to the reasons stated by him, that it was the Respondent's own supervisor who initiated the conversation which led to Linsey's discharge. Supervisor Lofties remarked, in a conversation begun with employee Valentine and then joined by Linsey, that the Respondent was ''low down'' to be working its employees long hours and then laying them off. This prompted Linsey to remark (ostensibly in similar disgust), ''I don't care if [Respondent's biggest customer] don't order another [car] seat.'' Lofties responded by asking her what employees on layoff would do about ''their houses and cars,'' to which she replied, ''they can go home and pick blackberries.''

The Respondent's argument that Linsey's statements were malicious enough to justify firing her is specious given the fact that its own supervisor made comments equally, if not more, denigrating to the Respondent and it imposed no discipline on him. Further, the Respondent failed to inform Linsey at the time of her discharge of the reason it advanced at the hearing for finding it necessary to fire her–-its concern that her attitude created a risk that in her capacity as a quality control inspector she might allow defective products to pass through or even sabotage its operations. The Respondent has argued both before the judge and on brief to us that this concern amounted to a legitimate business justification for firing her.

We find this so-called business justification to be merely a post hoc rationalization for its real antiunion motivation for terminating Linsey. No evidence was adduced that would indicate that Linsey was at all inclined toward sabotage, and the Respondent conducted no investigation into any such possibility. There is, however, strong evidence of an antiunion reason for terminating Linsey: Personnel Director Betty Denham's statement to Linsey (just before firing her) that Linsey's attitude had gotten worse over the last 2 to 3 years. This is, coincidentally, the period during which Linsey was actively working on behalf of unionization. It is, therefore, much more reasonable to conclude on the facts presented, as did the judge, that the Respondent discharged Linsey because of her union activities rather than out of any fears about her reliability as an employee.

ORDER

The National Labor Relations Board adopts the recommended Order of the administrative law judge and orders that the Respondent, the Troxel Company, Moscow, Tennessee, its officers, agents, successors, and assigns, shall take the action set forth in the Order.

William D. Levy, Esq., for the General Counsel.
Jeff Weintraub, Esq. and *J. Gregory Grisham. Esq. (Weintraub, Robinson, Weintraub & Stock, P.C.*), of Memphis, Tennessee, for the Respondent.

DECISION

STATEMENT OF THE CASE

PHILIP P. MCLEOD, Administrative Law Judge. I heard this case in Memphis, Tennessee, on October 24, 1990. The charge which gave rise to this case was filed on May 30, 1990, by Furniture Workers Division, Local 282, International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL–CIO (the Union), against The Troxel Company (the Respondent). On June 25, 1990, a complaint and notice of hearing issued which alleges, inter alia, that Respondent violated Section 8(a)(1), (3), and (4) of the National Labor Relations Act (the Act), by discharging employee Katie Linsey.

In its answer to the complaint, Respondent admitted certain allegations including the filing and serving of the charge; its status as an employer within the meaning of the Act; the status of the Union as a labor organization within the meaning of the Act; and the status of certain individuals as supervisors and agents of Respondent within the meaning of Section 2(11) of the Act. Respondent denied having engaged in any conduct which would constitute an unfair labor practice within the meaning of the Act.

At the trial, all parties were represented and afforded full opportunity to be heard, to examine and cross-examine witnesses, and introduce evidence. Following the close of the

[1] Having affirmed the judge's finding that the Respondent violated Sec. 8(a)(3) of the Act, we find it unnecessary to pass on his alternative finding that the Respondent violated Sec. 8(a)(1) by discharging Linsey for engaging in protected concerted activity. Accordingly, the General Counsel's exceptions, which requested that language reflecting an 8(a)(1) violation be added to the Order and the notice, are denied. (Chairman Stephens would affirm this portion of the judge's decision and would grant the General Counsel's exceptions.)

trial, counsel for the General Counsel and Respondent both filed timely briefs which have been duly considered.

On the entire record in this case and from my observation of the witnesses, I make the following

FINDINGS OF FACT

I. JURISDICTION

The Troxel Company is, and has been at all times material, a corporation with a manufacturing facility located in Moscow, Tennessee. During the past calendar year, which period is representative of all times material, Respondent sold and shipped from its Tennessee facility products valued in excess of $50,000 directly to customers located outside the State of Tennessee.

Respondent is, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. LABOR ORGANIZATION

Furniture Workers Division, Local 282, International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL–CIO is, and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act.

III. THE UNFAIR LABOR PRACTICES

A. *Background and Union Campaign*

At its facility in Moscow, Tennessee, Respondent produces various products, including bicycle seats, playpens, infant car seats, and high chairs. Respondent's primary customer is Fisher-Price, for whom Respondent manufactures car seats, a high chair, and a travel tender. Respondent bids on, and contracts are awarded by Fisher-Price for these products on an annual basis.

On September 29, 1987, the Union filed a petition with the Board seeking to represent a unit of Respondent's production and maintenance employees. An election was conducted in November 1987, and a rerun election in May 1988. Thereafter, a new election was held in September 1989.

In December 1987, and on various dates thereafter through July 1989, complaints and notices of hearing issued in Case 26–CA–2325 et al. alleging that Respondent had engaged in various acts and conduct violating Section 8(a)(1), (3), and (4) of the Act. A trial was held and, on April 24, 1990, the administrative law judge issued a decision finding merit to certain allegations and dismissing others. The judge found, inter alia, that Respondent, by its own admission, threatened employees with plant closure if they selected the Union; threatened employees with unspecified reprisals and blacklisting; threatened employees with job logs; threatened employees that Respondent would leave if the Union came in; and threatened employees with reduced wages and reduced holiday benefits if employees selected the Union to represent them for purposes of collective bargaining. Further, the administrative law judge found that Respondent threatened an employee with discharge for displaying a union emblem and suspended six employees because of their activities on behalf of, or support for, the Union.

B. *Katie Linsey's Employment History and Union Activity*

Katie Linsey began working for Respondent in May 1967. During her 23 years of continuous service with Respondent, Linsey worked in various jobs, including machine operator, clamper, and inspector. Linsey's latest job was a quality control inspector on the Fisher-Price line of car seats. Linsey had been promoted to the quality control position in 1983, where she remained until she was discharged in May 1990.

There is no dispute that throughout the union campaign and the almost 2-year period spanning the Board-conducted elections, Linsey was one of the chief union supporters. Linsey served on the Union's organizing committee. She wore union buttons and a union T-shirt at work throughout the campaign, and she distributed prounion handbills to fellow employees at Respondent's plant gate. In March 1989, Linsey gave testimony against Respondent in Case 26–CA–12325, referred to above.

C. *May 1, 1990: Respondent's Meeting with Employees*

After the administrative law judge issued his decision in Case 26–CA–12325 on April 24, 1990, Respondent's president, Michael Terry, held a meeting with employees on May 1. Terry reviewed with employees the results of the administrative law judges' decision. Linsey testified without contradiction that during the meeting which Terry held with first-shift employees, Terry specifically referred to the fact that ''some of the employees had been testifying'' against Respondent. Linsey also testified without contradiction that Terry ''made the statement he had fought against the Union, and he was strong fighter, and . . . that he was going to keep on fighting because he could manage the company without any outside help.''

D. *The May 1990 Layoffs*

During the 2-week period following Terry's meeting with employees, Respondent laid off more than 20 percent of its work force. Respondent laid off approximately 125 of its 500 employees. According to Respondent, these layoffs were occasioned by a delay in orders from Fisher-Price. No charge was filed concerning the layoffs, and counsel for the General Counsel does not dispute the fact that the layoffs were necessitated by economic considerations.

E. *Linsey's Discharge*

One of the more significant segments of the May layoffs occurred at the end of the regular workday on Friday, May 18. At the end of the day, Linsey clocked out as usual and left the plant. As Linsey walked toward the employee parking lot, she came upon Guss Lofties, head of plant security, and employee Charles Valentine whom she overheard talking about the layoff. Linsey joined the conversation. As she did so, Lofties stated that, ''we had been working long hours and those people [were] low down'' to work employees long hours and then lay them off. Linsey replied, ''I don't care if Fisher-Price don't order another [car] seat.'' Lofties asked Linsey what the employees on layoff would do about ''their houses and cars.'' Linsey replied, ''they can go home and pick blackberries.'' Linsey then left.

That same day, Supervisor Lofties reported Linsey's remarks to Respondent's personnel director Betty Denham.

Linsey worked full shifts on Monday, Tuesday, and Wednesday, May 21 to 23. At the end of the regular workday on May 23, Linsey was told by her supervisor that David Moore, Respondent's vice president of human resources, wanted to see her in his office. When Linsey went to Moore's office, Moore informed Linsey that a statement allegedly made by Linsey had been reported to Moore and was under investigation. Moore told Linsey she was suspended pending the investigation. When Linsey attempted to discuss the matter with Moore, Moore refused to discuss it until he had completed his investigation.

Moore discussed the conversation with Supervisor Lofties, who told Moore that two employees, J. W. Rooks and Ralph Schrimsher, had been in the general area and might have overheard Linsey's remarks. Moore admitted that discussions with Rooks and Schrimsher revealed that neither employee had overheard Linsey make any statements. Nevertheless, Moore recommended to Denham that she terminate Linsey. Moore told Denham to first meet with Linsey and give her an opportunity to state her case, but that absent ''extenuating circumstances,'' Linsey be terminated.

Denham summoned Linsey to a meeting on May 29 at 4 p.m. Also present were Linsey's supervisor, Debbie Burford and director of engineering and quality control, Carl Crutchfield. Employee Bennie Stiggers accompanied Linsey as a witness. Denham asked Linsey if she had made a statement about the Company. Linsey asked what she had heard. Denham replied she had heard that Linsey had stated she did not care if Fisher-Price did not order another car seat. Linsey confirmed that she had made the statement. Denham then stated that she had heard rumors of other remarks previously made by Linsey, but that she did not have any way to substantiate them. When Linsey asked what kind of remarks she was referring to, Denham stated ''that you wouldn't be satisfied until the doors were closed.'' Linsey corrected Denham and stated, ''that's not what said. I said that I would fight for a union until the doors were closed.'' Denham replied that Respondent's battle with the Union was over with and that its concern with her statement had nothing to do with the Union. Denham then asked Linsey and employee Stiggers to step outside the room, and they did so. When they were told to come back in, Denham told Linsey that she was being discharged. Linsey was given a separation notice which read:

> Discharged. Malicious statements concerning the company or its products. Last day worked 5-23-90.

IV. ANALYSIS AND CONCLUSIONS

In *Wright Line*, 251 NLRB 1083 (1980), enfd. 662 F.2d 899 (1st Cir. 1981), cert. denied 455 U.S. 989 (1982), the Board adopted its present test for determining whether an employer has discharged or otherwise discriminated against an employee for union activity. Recently, in *Kellwood Co.*, 299 NLRB 1026, 1028 (1990), the Board described the standard as follows:

> [T]he General Counsel must make a prima facie showing sufficient to support the inference that protected conduct was a motivating factor in the employer's decision. Once this is established, the burden shifts to the employer to demonstrate that the same action would have taken place even in the absence of the protected conduct.

In its endorsement of the *Wright Line* standard, the Supreme Court in *NLRB v. Transportation Management Corp.*, 462 U.S. 393 (1983), ''viewed the term 'substantial or motivating factor' as interchangeable with the phrase 'played a role.''' In establishing a prima facie case, of course, the General Counsel must establish the existence of protected activity, knowledge of that activity by the employer, and union animus. Once the General Counsel establishes a prima facie case of unlawful conduct, the employer has ''an affirmative defense in which the employer must demonstrate by a preponderance of the evidence that the same action would have taken place even in the absence of protected conduct.'' *Roure Bertrand DuPont, Inc.*, 271 NLRB 443 (1984).

As Respondent admits, Linsey was one of the chief union supporters. Linsey's prounion activity spanned all Board-conducted elections and continued until her discharge. There is no question whatever that Linsey's activities on behalf of the Union were well known to Respondent. The argument in Respondent's posttrial brief that there is no evidence of union animus is ludicrous. Respondent's union animus is demonstrated conclusively by its admitted violations of Section 8(a)(1) of the Act in Case 26–CA–13235, including threatening employees with plant closure if they selected the Union, threatening employees with unspecified reprisals and blacklisting, threatening employees with job loss, and threatening an employee with discharge if the employee continued to display a union emblem.

In a meeting with employees on May 1, 1990, less than 3 weeks before Linsey's discharge, Respondent's president Michael Terry warned employees that he had fought against the Union, that he was a strong fighter, and that he was going to keep on fighting. The claim by Respondent's personnel director Betty Denham that ''I don't discriminate against any employee because of the Union'' is obviously self-serving and of no dispositive value. So too is Denham's testimony about the fact that she once posted a memo asking for donations for the family of one of Linsey's relatives who had passed away or that she invited Linsey to participate in Respondent's prayer breakfast. The issue is not deceased relatives nor pray meetings, but union animus, and Respondent's numerous admitted violations of Section 8(a)(1) firmly establishes strong union animus against employees for engaging in protected activities.

Personnel Director Denham testified that Linsey was discharged for violating rule 19 of Respondent's'' Code of Employee Conduct.'' Rule 19 provides that ''some offenses will subject an employee to immediate discharge . . . unless management finds extenuating circumstances.'' One of these offenses is ''making a false, vicious or malicious statement concerning any employee of the company or its products.''

The evidence reflects that before the advent of union activity, Respondent had disciplined an employee only once for violating rule 19. This occurred in December 1976, more than 10 years before the union campaign. In March 1989, after the second Board-conducted election, Respondent suspended an employee pursuant to that rule. That suspension is the subject of an alleged 8(a)(3) violation in Case 26–CA–12325. The administrative law judge recommended that the

allegation be dismissed, but counsel for the General Counsel has filed exceptions with the Board on that issue.

In a hearing conducted by the Unemployment Compensation Division of the Tennessee Department of Employment Security, Vice President of Human Resources David Moore, who testified before me that he made the recommendation to Denham that she discharge Linsey, testified that he did not know the definition of ''malicious'' as that word was used in rule 19 and, hence, he gave no consideration to whether Linsey's remarks fell within any definition of the word. In concluding that Linsey should be awarded unemployment compensation benefits, the Board of Review of the Tennessee Department of Employment Security stated:

> At the Appeals Tribunal hearing, the employer representative conceded that he was not aware of any management discussion about why the claimant's statements should be considered as malicious before arriving at a decision to discharge her.
>
> [T]he Board of Review finds no evidence that [Linsey's] statements were anything more than casual remarks, uttered without any particular or specific intent. There is no evidence that they were spiteful, caused by malice, or that they were intentionally mischievous or harmful. There is no evidence that her remarks amounted to a willful and wanton disregard of the Employer's interests as would be required for a finding of misconduct connected with work.

This decision of the Tennessee Department of Employment Security is not controlling of any issue before the Board, but it is nevertheless worthy of consideration. It is revealing that before the Tennessee Department of Employment Security, Vice President of Human Resources David Moore admitted that he and Denham had not discussed how or why Linsey's statements should be considered ''malicious.'' Before me, Denham claimed she considered the possibility that Linsey, in her capacity as inspector, could harm the business relationship between Respondent and Fisher-Price by allowing defective parts to pass inspection. Denham was forced to concede, however, that there was no evidence showing that Linsey had, at any time, deliberately permitted defective parts or products to pass inspection, or that Linsey sabotaged products. Further, Denham admitted that in deciding to discharge Linsey, she did not consider the possibility that Fisher-Price might learn of Linsey's remarks. To enhance the argument regarding its concern about defective parts passing inspection, Denham testified that Respondent was concerned about its relationship with Fisher-Price because Respondent had previously experienced two recalls of car seats for product defects. Denham admitted, however, that Linsey's work was not related to the recalls in any way.

In an obvious attempt to lend support to Denham's testimony about concern over Linsey's attitude, Moore testified that he had long considered Linsey to be ''bitter'' toward Respondent. Moore claimed he had considered Linsey to be a bitter employee ''through my tenure'' which began in November 1988.

From Denham's and Moore's testimony, Respondent would have me conclude that because of Linsey's remarks, it simply could not trust Linsey in the critical position of inspector. Even assuming that Linsey's remarks reflect some bitterness toward Respondent, it is clear from their context that the bitterness was expressed toward Respondent's working conditions, i.e., the manner in which Respondent laid off employees. It goes without saying in the area of labor relations that an employee may well consider her employer's working conditions to be abominable yet still take an interest in performing her job well. It simply does not necessarily follow that an employee who expresses some bitterness toward her employer's working conditions is going to intentionally allow defective products to be made or, worse yet, to sabotage the employer's operation. Moore's and Denham's assertions to this effect are belied by Linsey's own work record. In April 1989, Respondent rewarded Linsey with a cash award for submitting a production-related idea for reworking Fisher-Price car seats. Further, Linsey's most recent formal evaluation in March 1990 rated her work satisfactory in every category, including quality, dependability, safety, and cooperation. Respondent's asserted concern with Linsey's work is simply a pretext advanced to make it appear Respondent had a business justification for terminating her. I find that counsel for the General Counsel has established a convincing prima facie case and that Respondent has failed to prove by a preponderance of the evidence that it would have discharged Linsey even in the absence of protected conduct. I find that Respondent discharged Linsey because of her activities on behalf of, or sympathy for, the Union, and Respondent thereby violated Section 8(a)(1) and (3) of the Act.

Even if I were to find that Respondent had established by a preponderance of the evidence that it would have discharged Linsey even in the absence of protected union activity, I would nevertheless find that the conduct for which she was discharged, i.e. her comments on May 18, was itself protected concerted activity within the meaning of the Act, and her discharge therefore violated Section 8(a)(1) of the Act in any event. As Linsey left the plant on May 18, she came upon Supervisor Guss Lofties and employee Charles Valentine who were talking about Respondent's most recent layoff. Lofties observed that employees had been working long hours and stated that it was ''low down'' for Respondent to work employees long hours and then lay them off. To this comment, Linsey replied, ''I don't care if Fisher-Price don't order another [car] seat.''

It is clear that Lofties, Linsey, and Valentine were engaged in a conversation about Respondent's working conditions. I disagree with Respondent that simply because Linsey expressed a personal opinion, she was therefore not engaged in concerted activity. Although each individual might have expressed their own opinion, just as they might in a union meeting, it was the conversation about working conditions which was concerted. Although Lofties may have been a supervisor, Linsey and Valentine were employees. Employees engaged in a group conversation about their employer's working conditions are clearly engaged in the kind of concerted activity which the Act was designed to protect. Linsey's comment that she did not care if Fisher-Price ordered another car seat was not so profane, defamatory, or insulting, or so disparaging to the employer, to cause Linsey to lose the protection of the Act. *NLRB v. Electrical Workers IBEW Local 1229 (Jefferson Standard)*, 346 U.S. 464 (1953). Accordingly, I find that even if Respondent discharged Linsey solely because of her comments on May 18, and not be-

cause of any prior union activity, Respondent discharged Linsey in violation of Section 8(a)(1) of the Act.

CONCLUSIONS OF LAW

1. Respondent The Troxel Company is, and has been at all times material, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. Furniture Workers Division, Local 282, International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL–CIO is, and has been at all times material, a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent discharged employee Katie Linsey because of her activities on behalf of, or support for, the Union; and Respondent thereby violated Section 8(a)(1) and (3) of the Act.[1]

4. Even if Linsey's discharge was not the result of her activities on behalf of, or support for, the Union, Respondent terminated Linsey because of concerted activity protected by the Act, and Respondent accordingly thereby violated Section 8(a)(1) of the Act.

5. The unfair labor practices which Respondent has been found to have engaged in, as described above, have a close, intimate, and substantial relationship to trade, traffic, and commerce among the several States and tend to lead to labor disputes burdening and obstructing commerce and the free flow of commerce within the meaning of Section 2(6) and (7) of the Act.

THE REMEDY

Having found that Respondent has engaged in certain unfair labor practices in violation of Section 8(a)(1) and (3) of the Act, I shall recommend that it be ordered to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended[2]

ORDER

The Respondent, The Troxel Company, Moscow, Tennessee, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Discharging employees because of their activities on behalf of, or support for, Furniture Workers Division, Local 282, International Union of Electronic, Electrical, Salaried, Machine and Furniture Workers, AFL–CIO.

(b) In any like or related manner interfering with, restraining, or coercing employees in the exercise of their rights guaranteed by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Offer immediate and full reinstatement to Katie Linsey to her former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to her seniority and other rights and privileges.

(b) Make whole Katie Linsey for any loss of earnings or other benefits she might have suffered by reason of the discrimination against her by paying her a sum of money equal to the amount she normally would have earned from the date of the discrimination to the date of Respondent's offer of reinstatement, less net interim earnings, with backpay to be computed in manner proscribed in *F. W. Woolworth Co.*, 90 NLRB 289 (1950), plus interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).[3]

(c) Remove from its files any reference to the discharge of Katie Linsey and notify her in writing that this has been done, and evidence of the unlawful action against her will not be used as a basis for future personnel actions.

(d) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amount of backpay due under the terms of this Order.

(e) Post at its Moscow, Tennessee facility copies of the attached notice marked ''Appendix.''[4] Copies of the notice, on forms provided by the Regional Director for Region 26, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(f) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

[1] Other than the statements of Respondent's president Michael Terry to employees on May 1, 1990, there is no evidence to suggest that Linsey's discharge was motivated by her testimony in the previous Board proceeding. Terry's statements, standing alone, are not sufficient to warrant an inference that Linsey's discharge resulted from her testifying, and I shall therefore dismiss the allegation that Linsey's discharge violated Sec. 8(a)(1) and (4) of the Act.

[2] If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

[3] In accordance with our decision in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), interest on and after January 1, 1987, shall be computed at the ''short-term Federal rate'' for the underpayment of taxes as set out in the 1986 amendment to 26 U.S.C. § 6621. Interest on amounts accrued prior to January 1, 1987 (the effective date of the 1986 amendment to 26 U.S.C. § 6621), shall be computed in accordance with *Florida Steel Corp.*, 231 NLRB 651 (1977).

[4] If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading ''Posted by Order of the National Labor Relations Board'' shall read ''Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board.''

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

To organize

To form, join, or assist any union

To bargain collectively through representatives of their own choice

To act together for other mutual aid or protection

To choose not to engage in any of these protected concerted activities.

WE WILL NOT discharge employees because of their activities on behalf of, or support for, the Union.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed you by Section 7 the Act.

WE WILL offer immediate and full reinstatement to Katie Linsey to her former position or, if that position no longer exists, to a substantially equivalent position, without prejudice to her seniority or any other rights or privileges.

WE WILL make whole Katie Linsey for any loss of earnings or other benefits she may have suffered by reason of the discrimination against her by paying her a sum of money equal to the amount she normally would have earned from the date of the discrimination against her to the date of our offer of reinstatement, less net interim earnings, with appropriate interest.

WE WILL remove from our files any reference to the discharge of Katie Linsey and notify her in writing that this has been done, and that evidence of the unlawful action against her will not be used as the basis for future personnel actions against her.

THE TROXEL COMPANY